

415
14515-H
SERIES THREE

TRINITY INDUSTRIES LEASING COMPANY
3910 Washington Avenue
Houston, Texas 77007
(713) 861-2955

0-208A023

July 24, 1990

RECORDATION NO

FILED 1425

JUL 27 1990 1 05 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D.C. 20423
Attention: Mrs. Mildred Lee, Room 2303

Re: Documents for Recordation

Dear Mrs. Lee:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Interstate Commerce Commission (the "ICC") thereunder, enclosed herewith for filing and recordation are three (3) executed originals of an Assignment dated as of July 24, 1990 (to the Equipment Trust Agreement, dated as of December 15, 1984 between Trinity Industries Leasing Company (the "Company") and RepublicBank Dallas (subsequently named First RepublicBank Dallas, N.A., now named NCNB (as assignee of the Federal Deposit Insurance Corporation, as receiver for First RepublicBank Dallas, N.A.)) (the "Trustee"), as Trustee, NCNB Texas National Bank) between the Company and the Trustee (the "Assignment"), a primary document as defined in the foregoing Rules and Regulations.

The enclosed Assignment relates to the Trust Agreement which was filed and recorded under Recordation Number 14515 on December 27, 1984, and subsequently supplemented by assignments and bills of sale under Recordation Numbers 14515-A through 14515-G.

We request that the Assignment be cross-indexed.

The addresses of the parties to the enclosed document are:

Company: Trinity Industries Leasing Company
3910 Washington Avenue
Houston, Texas 77007

Mrs. Mildred Lee
Interstate Commerce Commission
July 24, 1990
Page 2

Trustee: NCNB Texas National Bank
NCNB Plaza
901 Main Street
16th Floor
Dallas, Texas 75202

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A hereto. The foregoing railroad equipment consists solely of rail cars intended for use relating to interstate commerce.

Also enclosed is a check in the amount of \$15.00 to cover the required recordation fee.

You are hereby authorized to deliver stamped copies of the Assignment not needed for your files to the representative of Alvord and Alvord who is delivering this letter and said enclosures to you.

A short summary of the primary document to appear in the Commission's Index follows:

Assignment dated as of July 24, 1990, between Trinity Industries Leasing Company and NCNB Texas National Bank, as Trustee, covering various railroad cars.

TRINITY INDUSTRIES LEASING COMPANY

By:



F. Dean Phelps, Jr.
Vice President

EXHIBIT A TO ICC RECORDING LETTER

Description of Leases

1. Railroad Car Lease Agreement dated May 7, 1980 (Partial Rider 4 dated June 1, 1989), between Trinity Industries Leasing Company (the "Company") and Shell Oil Company covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Assignment described in Paragraph 8 of Exhibit A to the Assignment dated as of August 15, 1985, from such Company to RepublicBank Dallas, N.A., ("Republic") subsequently named First RepublicBank Dallas, N.A. ("First Republic"), which was assigned to NCNB Texas National Bank, N.A., as Trustee (the "Trustee") by the Federal Deposit Insurance Corporation (the "FDIC")):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	34,000 Gal. 112J400W Tank Cars	TILX 300401, 300403, 300404, 300408, 300413, 300415, 300417, 300419, 300421, 300423

2. Railroad Car Lease Agreement dated March 22, 1984, between the Company and C-I-L Inc., assumed by MARSULEX Inc., effective June 16, 1989, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in Paragraph 7 of Exhibit A to the Assignment dated as of December 27, 1984, from such Company to Republic, subsequently named First Republic, which was assigned to the Trustee by the FDIC):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	4,750 Cu. Ft. Covered Hopper Cars	TILX 511714-511733

3. Railroad Car Lease Agreement (Partial Rider 2), dated September 14, 1987, between the Company and Stauffer Chemical Company, assumed by Rhone-Poulenc Basic Chemical Company, effective October 1, 1989, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in Paragraph 1 of Exhibit A to the Assignment dated as of November 20, 1989, from such Company to Republic, subsequently named First Republic, which was assigned to the Trustee by the FDIC):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
3	13,946 Gal. 111A100W2 Tank Cars	TILX 100359-100361

RECORDATION NO

FILED 1425

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

TRINITY INDUSTRIES LEASING COMPANY
EQUIPMENT TRUST (Series 3)

Dated as of July 24, 1990

Between

NCNB TEXAS NATIONAL BANK, Trustee

and

TRINITY INDUSTRIES LEASING COMPANY

ASSIGNMENT

ASSIGNMENT dated as of July 24, 1990, (hereinafter called this "Assignment"), between NCNB TEXAS NATIONAL BANK (as assignee of the Federal Deposit Insurance Corporation, receiver of First RepublicBank Dallas, N.A., formerly RepublicBank Dallas, N.A.), a national banking association, as trustee under the Trust Agreement (as hereinafter defined) (the bank acting from time to time as trustee under such Trust Agreement is herein called the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (herein called the "Company").

PRELIMINARY STATEMENT

The Company has sold, transferred and delivered certain railroad equipment (herein called the "Trust Equipment") pursuant to the Equipment Trust Agreement dated as of December 15, 1984 (herein called the "Trust Agreement") between the Company and RepublicBank Dallas, N.A., subsequently named First RepublicBank Dallas, N.A. All of the corporate trust business of First RepublicBank Dallas, N.A. has been assigned to NCNB Texas National Bank, N.A., by the Federal Deposit Insurance Corporation.

Pursuant to the Trust Agreement the following documents were executed and delivered and recorded as described below:

- (a) The Equipment Trust Agreement recorded with the Interstate Commerce Commission (herein called the "ICC") under record number 14515;
- (b) An Assignment dated as of December 27, 1984, between the Company and the Trustee recorded with the ICC under record number 14515-A;
- (c) A Bill of Sale dated as of December 27, 1984, between the Company and the Trustee recorded with the ICC under record number 14515-B;
- (d) A Financing Statement executed by the Company, as Debtor, covering the property conveyed by the Assignment dated as of December 7, 1984, and filed with the Secretary of State of Texas on December 7, 1984 under file number 312904;
- (e) An Assignment dated as of August 15, 1985, between the Company and the Trustee recorded with the ICC under record number 14515-C;
- (f) A Financing Statement executed by the Company, as Debtor, covering the property conveyed by the Assignment dated as of August 15, 1985, and filed with the Secretary of State of Texas on August 27, 1985 under file number 215411;

- (g) An Assignment dated as of July 19, 1989, between the Company and the Trustee recorded with the ICC under record number 14515-D;
- (h) A Financing Statement executed by the Company, as Debtor, covering the property conveyed by the Assignment dated as of July 19, 1989, and filed with the Secretary of State of Texas on July 21, 1989 under file number 163885.
- (i) A Continuation Statement filed on October 12, 1989 relating to a Financing Statement originally filed on December 27, 1984 under file number 312904;
- (j) An Assignment dated as of November 20, 1989, between the Company and the Trustee recorded with the ICC under record number 14515-E;
- (k) A First Supplement to Equipment Trust Agreement dated as of November 20, 1989, between the Company and the Trustee recorded with the ICC under record number 14515-F;
- (l) A Bill of Sale dated as of November 20, 1989, between the Company and the Trustee recorded with the ICC under record number 14515-G; and
- (m) A Financing Statement executed by the Company, as Debtor, covering the property conveyed by the Assignment dated as of November 20, 1989, and filed with the Secretary of State of Texas on November 30, 1989 under the file number 264452.

Title to the units of Trust Equipment to which this Assignment relates has been vested in and retained by the Trustee and the Trust Equipment has been leased to the Company under the Trust Agreement, subject to (1) the lease between the Company and E. I. DuPont de Nemours & Company, Inc., ("E. I. DuPont") dated April 1, 1985 (the "E. I. DuPont Lease"), which was assigned to the Trustee pursuant to an Assignment dated as of August 15, 1985 between the Trustee and the Company, (2) the lease between the Company and C-I-L Inc. ("C-I-L"), dated March 22, 1984 (the "C-I-L Lease"), which was assigned to the Trustee pursuant to an Assignment dated as of December 27, 1984 between the Trustee and the Company, and (3) the lease between the Company and Stauffer Chemical Company ("Stauffer"), dated September 14, 1987 (the "Stauffer Lease"), which was assigned to the Trustee pursuant to an Assignment dated as of November 20, 1989 between the Trustee and the Company (collectively, the "Leases").

The leases subject to the Assignments described above have been changed as follows:

- (a) The E. I. DuPont Lease has been assumed in part by and the Trust Equipment leased thereunder and to which this Assignment relates has been leased to Shell Oil Company, effective June 1, 1989;
- (b) The C-I-L Lease, as a result of the acquisition of the operations of C-I-L by MARSULEX, Inc. ("MARSULEX"), has been assumed by and the Trust Equipment leased thereunder and to which this Assignment relates has been leased to MARSULEX, effective June 16, 1989; and
- (c) The Stauffer Lease, as a result of the name change of Stauffer to Rhone-Poulenc Basic Chemical Company ("Rhone") has been assumed by and the Trust Equipment leased thereunder and to which this assignment relates has been assigned to Rhone, effective October 1, 1989.

The parties hereto desire that the Trust Equipment to which this Assignment relates continue to be leased by the Trustee to the Company under the Trust Agreement, subject to the Leases.

Trinity Industries Leasing Company 12-7/8% Equipment Trust Certificates due December 31, 1996 (Series 3) in an aggregate principal amount not exceeding \$40,000,000 have been issued and sold and the aggregate proceeds (including accrued interest, if any) of such sale which equals the aggregate principal amount of the Trust Certificates issued and sold have been delivered to the Company, as provided in the Trust Agreement.

It is desired to grant to the Trustee an assignment of and a security interest in and to the Leases and other collateral described below.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

1. Subject to the rights of the lessees under the Leases, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest as lessor in, to and under the Leases described in Exhibit A hereto together with all rights, powers, privileges, and other benefits of the Company as lessor under the Leases in respect of the units of Trust Equipment described on Exhibit A hereto, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all of the Company's right to receive and collect all per diem mileage or other payments of such units of Trust

Equipment, whether under or pursuant to the provisions of the Leases or otherwise. The Trustee hereby appoints the Company its agent to collect and receive any and all of such rentals and other payments and to take any and all actions in respect of such Leases until the happening of an Event of Default (as such term is defined in the Trust Agreement). Except for the Assignments dated December 27, 1984, August 15, 1985 and November 20, 1989, hereinabove referred to, the Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of such units of Trust Equipment any other assignment of the Leases or the rentals or the payments payable to or receivable by the Company under the Leases.

2. It is expressly understood and agreed that the assignment made and security interest granted herein apply only to the Leases (and any right, title, interest, power, and privilege of the Company as lessor thereunder) insofar as such Leases cover or otherwise apply to the rail cars described in Exhibit A hereto and any rail cars substituted as replacements for the rail cars described in Exhibit A hereto, ipso facto, without further instrument of assignment (but do not apply to any rail cars added to such Leases as additional and not replacement rail cars.)

3. It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of the lessees under the Leases, and that the Trustee, so long as such lessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession of such lessee in and to any of such units of Trust Equipment in accordance with the terms of such Leases.

4. In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 5.01 and 5.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of such units of Trust Equipment and (ii) enforce compliance by the lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

5. The assignment made by this Assignment is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under the Leases or otherwise, it being understood

that, notwithstanding any assignment, any obligations of the Company under the Leases or otherwise shall be and remain enforceable against and only against the Company.

6. (a) Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this Assignment shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to the Leases or any payments in respect of such units of Trust Equipment shall revert to the Company.

(b) Upon the release of any such unit of Trust Equipment pursuant to Section 4.05 of the Equipment Trust Agreement, this Assignment shall terminate pro tanto with respect to (i) such unit of Trust Equipment and (ii) rights assigned to the Trustee hereby and by the Equipment Trust Agreement in the Leases insofar as it relates to such unit of Trust Equipment, and upon such partial termination such unit of Trust Equipment and rights shall revert to the Company or to such person or persons as may be legally entitled thereto, provided, however, that if an Event of Default has occurred and is then continuing, such termination and reversion shall not occur until such Event of Default shall have been cured or waived in accordance with the provisions of the Equipment Trust Agreement. After any partial termination, the provisions of this Assignment shall no longer be applicable to such unit of Trust Equipment and rights, and the Trustee shall at the request of the Company or such other person, and at the expense of the Company, deliver to the Company or such other person, a writing evidencing such partial termination.

7. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this Assignment for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of the Leases or otherwise, or to enforce any provisions of the Leases, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim or recoupment whatsoever.

8. Except as otherwise provided herein, the provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed by first class mail, postage prepaid, to (i) in the case of the Company, delivered at 2525 Stemmons Freeway, Dallas, Texas 75207, or mailed to P.O. Box 568887, Dallas, Texas 75356-8887, Attention: President, or such other address as may hereafter be furnished to the Trustee in

writing by the Company, and (ii) in the case of the Trustee, delivered at NCNB Plaza, 901 Main Street, 16th Floor, Dallas, Texas 75202, Attention: Corporate Trust Department, or mailed to P.O. Box 831402, Dallas, Texas 75283-1402, Attention: Corporate Trust Department, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication. Any communication so addressed and mailed shall be deemed to be given on whichever of the following dates shall first occur; (i) the date of actual receipt thereof by the intended recipient, (ii) the fifth day next following the date mailed, or (iii) if the substance thereof is communicated to the intended recipient by hand delivery, telephone or telex on or prior to the date of such mailing, the date so mailed.

10. This Assignment may be executed in counterparts each of which shall be deemed to be an original and all of which counterparts together constitute but one and the same instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

11. THE PROVISIONS OF THIS ASSIGNMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.


IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written.

NCNB TEXAS NATIONAL BANK,
Trustee

ATTEST:

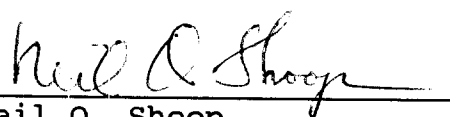

Assistant Secretary

By:

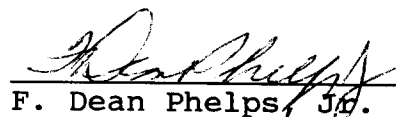

Linda McNeil
Vice President

(Corporate Seal)

ATTEST:


Neil O. Shoop
Assistant Secretary

By:


F. Dean Phelps, Jr.
Vice President

(Corporate Seal)

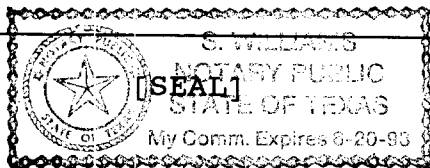
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 24th day of July 1990, before me personally appeared Linda McNeil to me personally known, who being by me duly sworn, says that she is a Vice President of NCNB TEXAS NATIONAL BANK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires:



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 26th day of July 1990, before me personally appeared F. Dean Phelps, Jr., to me personally known, who being by me duly sworn, says that he is the Vice President of TRINITY INDUSTRIES LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Karen K. Gough
Notary Public

My Commission Expires:

[SEAL]



KAREN K. GOUGH
Comm. Exp. — December 11, 1990
STATE OF TEXAS

EXHIBIT A

Description of Leases

1. Railroad Car Lease Agreement dated May 7, 1980 (Partial Rider 4 dated June 1, 1989), between Trinity Industries Leasing Company (the "Company") and Shell Oil Company covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Assignment described in Paragraph 8 of Exhibit A to the Assignment dated as of August 15, 1985, from such Company to RepublicBank Dallas, N.A., ("Republic") subsequently named First RepublicBank Dallas, N.A. ("First Republic"), which was assigned to NCNB Texas National Bank, N.A., as Trustee (the "Trustee") by the Federal Deposit Insurance Corporation (the "FDIC")):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
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3. Railroad Car Lease Agreement (Partial Rider 2), dated September 14, 1987, between the Company and Stauffer Chemical Company, assumed by Rhone-Poulenc Basic Chemical Company, effective October 1, 1989, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in Paragraph 1 of Exhibit A to the Assignment dated as of November 20, 1989, from such Company to Republic, subsequently named First Republic, which was assigned to the Trustee by the FDIC):

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